

Subpart 11.4 - Delivery or Performance Schedules

Parent topic: [Part 11 - Describing Agency Needs](#)

11.401 General.

(a) The time of delivery or performance is an essential contract element and *shall* be clearly stated in *solicitations*. *Contracting officers shall* ensure that delivery or performance schedules are realistic and meet the requirements of the *acquisition*. Schedules that are unnecessarily short or difficult to attain-

- (1) Tend to restrict competition,
- (2) Are inconsistent with small business policies, and
- (3) *May* result in higher contract prices.

(b) *Solicitations shall*, except when clearly unnecessary, inform bidders or *offerors* of the basis on which their bids or proposals will be evaluated with respect to time of delivery or performance.

(c) If timely delivery or performance is unusually important to the Government, liquidated damages clauses *may* be used (see [subpart 11.5](#)).

11.402 Factors to consider in establishing schedules.

(a) *Supplies or services*. When establishing a contract delivery or performance schedule, consideration *shall* be given to applicable factors such as the-

- (1) Urgency of need;
- (2) Industry practices;
- (3) Market conditions;
- (4) Transportation time;
- (5) Production time;
- (6) Capabilities of *small business concerns*;
- (7) Administrative time for obtaining and evaluating *offers* and for awarding contracts;
- (8) Time for contractors to comply with any conditions precedent to contract performance;

and

(9) Time for the Government to perform its obligations under the contract; *e.g.*, furnishing Government property.

(b) *Construction*. When scheduling the time for completion of a *construction* contract, the *contracting officer shall* consider applicable factors such as the-

- (1) Nature and complexity of the project;
- (2) *Construction* seasons involved;
- (3) Required completion date;
- (4) Availability of materials and equipment;
- (5) Capacity of the contractor to perform; and

(6) Use of multiple completion dates. (In any given contract, separate completion dates *may* be established for separable items of work. When multiple completion dates are used, requests for extension of time *must* be evaluated with respect to each item, and the affected completion dates modified when appropriate.)

11.403 Supplies or services.

(a) The *contracting officer may* express contract delivery or performance schedules in terms of-

- (1) Specific calendar dates;
- (2) Specific periods from the date of the contract; *i.e.*, from the date of award or acceptance by the Government, or from the date shown as the effective date of the contract;
- (3) Specific periods from the date of receipt by the contractor of the notice of award or acceptance by the Government (including notice by receipt of contract document executed by the Government); or
- (4) Specific time for delivery after receipt by the contractor of each individual order issued under the contract, as in indefinite delivery type contracts and GSA schedules.

(b) The time specified for contract performance *should* not be curtailed to the prejudice of the contractor because of delay by the Government in giving notice of award.

(c) If the delivery schedule is based on the date of the contract, the *contracting officer shall* mail or otherwise furnish to the contractor the contract, notice of award, acceptance of proposal, or other contract document not later than the date of the contract.

(d) If the delivery schedule is based on the date the contractor receives the notice of award, or if the delivery schedule is expressed in terms of specific calendar dates on the assumption that the notice of award will be received by a specified date, the *contracting officer shall* send the contract, notice of award, acceptance of proposal, or other contract document by certified mail, return receipt requested, or by any other method that will provide evidence of the date of receipt.

(e) In invitations for bids, if the delivery schedule is based on the date of the contract, and a bid *offers* delivery based on the date the contractor receives the contract or notice of award, the *contracting officer shall* evaluate the bid by adding 5 calendar days (as representing the normal time for arrival through ordinary mail). If the contract or notice of award will be transmitted

electronically, (1) the *solicitation shall* so state; and (2) the *contracting officer shall* evaluate delivery schedule based on the date of contract receipt or notice of award, by adding oneworking *day*. (The term "working *day*" excludes weekends and U.S. Federal holidays.) If the offered delivery date computed with mailing or transmittal time is later than the delivery date required by the invitation for bids, the bid *shall* be considered nonresponsive and rejected. If award is made, the delivery date will be the number of days offered in the bid after the contractor actually receives the notice of award.

11.404 Contract clauses.

(a) *Supplies or services.*

(1) The *contracting officer may* use a time of delivery clause to set forth a required delivery schedule and to allow an *offeror* to propose an alternative delivery schedule. The clauses and their *alternates may* be used in *solicitations* and contracts for other than *construction* and architect-engineering substantially as shown, or they *may* be changed or new clauses written.

(2) The *contracting officer may* insert in *solicitations* and contracts other than those for *construction* and architect-engineering, a clause substantially the same as the clause at [52.211-8](#), Time of Delivery, if the Government requires delivery by a particular time and the delivery schedule is to be based on the date of the contract. If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date of award, the *contracting officer may* use the clause with its *Alternate I*. If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date the contractor will receive notice of award, the *contracting officer may* use the clause with its *Alternate II*. If the delivery schedule is to be based on the actual date the contractor receives a written notice of award, the *contracting officer may* use the clause with its *Alternate III*.

(3) The *contracting officer may* insert in *solicitations* and contracts other than those for *construction* and architect-engineering, a clause substantially the same as the clause at [52.211-9](#), Desired and Required Time of Delivery, if the Government desires delivery by a certain time but requires delivery by a specified later time, and the delivery schedule is to be based on the date of the contract. If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date of award, the *contracting officer may* use the clause with its *Alternate I*. If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date the contractor will receive notice of award, the *contracting officer may* use the clause with its *Alternate II*. If the delivery schedule is to be based on the actual date the contractor receives a written notice of award, the *contracting officer may* use the clause with its *Alternate III*.

(b) *Construction.* The *contracting officer shall* insert the clause at [52.211-10](#), Commencement, Prosecution, and Completion of Work, in *solicitations* and contracts when a fixed-price *construction* contract is contemplated. The clause *may* be changed to accommodate the issuance of orders under indefinite-delivery contracts. If the completion date is expressed as a specific calendar date, computed on the basis of the contractor receiving the notice to proceed by a certain *day*, the *contracting officer may* use the clause with its *Alternate I*.